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10	Attorneys for Defendant Experian Information Solutions, Inc.
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12	<b>UNITED STATES DISTRICT COURT</b>
13	<b>CENTRAL DISTRICT OF CALIFORNIA</b>
14	<b>Western Division</b>
15	Kiri Villa,
16	Plaintiff,
17	v.
18	ProCollect, Inc.; Convergent Outsourcing, Inc.; and Experian Information Solutions, Inc.,
19	
20	Defendants.
21	
22	<b>1. <u>PURPOSE AND LIMITATIONS</u></b>
23	Discovery in this action is likely to involve trade secrets, confidential research,
24	development, technology or other proprietary information belonging to the
25	defendants, and/or personal income, credit and other confidential information of
26	Plaintiff for which special protection from public disclosure and from use for any
27	purpose other than prosecuting this litigation may be warranted. Accordingly, the
28	parties hereby stipulate to and petition the Court to enter the following Stipulated
	STIPULATED PROTECTIVE ORDER Case No. 2:22-cv-05299

1 Protective Order. The parties acknowledge that this Order does not confer blanket  
2 protections on all disclosures or responses to discovery and that the protection it  
3 affords from public disclosure and use extends only to the limited information or  
4 items that are entitled to confidential treatment under the applicable legal principles.  
5 The parties further acknowledge, as set forth in Section 13.3, below, that this  
6 Stipulated Protective Order does not entitle them to file confidential information  
7 under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and  
8 the standards that will be applied when a party seeks permission from the court to  
9 file material under seal.

10 **2. GOOD CAUSE STATEMENT**

11 This action is likely to involve trade secrets, confidential consumer  
12 information including consumer financial account numbers, financial transaction  
13 logs, and personally identifiable information for which special protection from public  
14 disclosure and from use for any purpose other than prosecution of this action is  
15 warranted. Such confidential and proprietary materials and information consist of,  
16 among other things, proprietary software systems that log consumer disputes;  
17 proprietary software systems that log consumer credit history; proprietary training  
18 and policy manuals; personnel records; financial records; records pertaining to  
19 confidential research, development, or commercial information (including  
20 information implicating privacy rights of third parties); information otherwise  
21 generally unavailable to the public, or which may be privileged or otherwise  
22 protected from disclosure under state or federal statutes, court rules, case decisions,  
23 or common law. Accordingly, to expedite the flow of information, to facilitate the  
24 prompt resolution of disputes over confidentiality of discovery materials, to ensure  
25 that the parties are adequately protected information the parties are entitled to keep confidential, to ensure  
26 that the parties are permitted reasonable necessary uses of such material in  
27 preparation for and in the conduct of trial, to address their handling at the end of the  
28 litigation, and serve the ends of justice, a protective order for such information is

1       justified in this matter. It is the intent of the parties that information will not be  
2       designated as confidential for tactical reasons and that nothing be so designated  
3       without a good faith belief that it has been maintained in a confidential, non-public  
4       manner, and there is good cause why it should not be part of the public record of this  
5       case.

6       3.       **DEFINITIONS**

- 7       3.1.       **Action**: This pending federal lawsuit.
- 8       3.2.       **Challenging Party**: A Party or Nonparty that challenges the designation  
9       of information or items under this Stipulated Protective Order.
- 10       3.3.       **“CONFIDENTIAL” Information or Items**: Information (regardless of  
11       how it is generated, stored or maintained) or tangible things that qualify  
12       for protection under Federal Rule of Civil Procedure 26(c), and as  
13       specified above in the Good Cause Statement.
- 14       3.4.       **Counsel**: Outside Counsel of Record and In-House Counsel (as well as  
15       their support staff).
- 16       3.5.       **Designating Party**: A Party or Nonparty that designates information or  
17       items that it produces in disclosures or in responses to discovery as  
18       “CONFIDENTIAL.”
- 19       3.6.       **Disclosure or Discovery Material**: All items or information, regardless  
20       of the medium or manner in which it is generated, stored, or maintained  
21       (including, among other things, testimony, transcripts, and tangible  
22       things), that is produced or generated in disclosures or responses to  
23       discovery in this matter.
- 24       3.7.       **Expert**: A person with specialized knowledge or experience in a matter  
25       pertinent to the litigation who has been retained by a Party or its counsel  
26       to serve as an expert witness or as a consultant in this Action.
- 27       3.8.       **In-House Counsel**: Attorneys who are employees of a party to this  
28       Action. In-House Counsel does not include Outside Counsel of Record

1 or any other outside counsel.

2 3.9. Nonparty: Any natural person, partnership, corporation, association, or  
3 other legal entity not named as a Party to this action.

4 3.10. Outside Counsel of Record: Attorneys who are not employees of a party  
5 to this Action but are retained to represent or advise a party to this  
6 Action and have appeared in this Action on behalf of that party or are  
7 affiliated with a law firm which has appeared on behalf of that party,  
8 and includes support staff.

9 3.11. Party: Any party to this Action, including all of its officers, directors,  
10 employees, consultants, retained experts, In-House Counsel, and  
11 Outside Counsel of Record (and their support staffs).

12 3.12. Producing Party: A Party or Nonparty that produces Disclosure or  
13 Discovery Material in this Action.

14 3.13. Professional Vendors: Persons or entities that provide litigation support  
15 services (e.g., photocopying, videotaping, translating, preparing  
16 exhibits or demonstrations, and organizing, storing, or retrieving data in  
17 any form or medium) and their employees and subcontractors.

18 3.14. Protected Material: Any Disclosure or Discovery Material that is  
19 designated as “CONFIDENTIAL.”

20 3.15. Receiving Party: A Party that receives Disclosure or Discovery Material  
21 from a Producing Party.

22 4. **SCOPE**

23 The protections conferred by this Stipulated Protective Order cover not only  
24 Protected Material, but also (1) any information copied or extracted from Protected  
25 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material;  
26 and (3) any testimony, conversations, or presentations by Parties or their Counsel that  
27 might reveal Protected Material.

28 Any use of Protected Material at trial shall be governed by the orders of the

1 trial judge. This Stipulated Protective Order does not govern the use of Protected  
2 Material at trial.

3 **5. DURATION**

4 Even after final disposition of this litigation, the confidentiality obligations  
5 imposed by this Stipulated Protective Order shall remain in effect until a Designating  
6 Party agrees otherwise in writing or a court order otherwise directs. Final disposition  
7 shall be deemed to be the later of (1) dismissal of all claims and defenses in this  
8 Action, with or without prejudice; and (2) final judgment herein after the completion  
9 and exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
10 including the time limits for filing any motions or applications for extension of time  
11 pursuant to applicable law.

12 **6. DESIGNATING PROTECTED MATERIAL**

13 **6.1. Exercise of Restraint and Care in Designating Material for Protection.**

14 Each Party or Nonparty that designates information or items for  
15 protection under this Stipulated Protective Order must take care to limit  
16 any such designation to specific material that qualifies under the  
17 appropriate standards. The Designating Party must designate for  
18 protection only those parts of material, documents, items, or oral or  
19 written communications that qualify so that other portions of the  
20 material, documents, items, or communications for which protection is  
21 not warranted are not swept unjustifiably within the ambit of this  
22 Stipulated Protective Order.

23 Mass, indiscriminate, or routinized designations are prohibited.  
24 Designations that are shown to be clearly unjustified or that have been  
25 made for an improper purpose (e.g., to unnecessarily encumber the case  
26 development process or to impose unnecessary expenses and burdens  
27 on other parties) may expose the Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

6.2. Manner and Timing of Designations. Except as otherwise provided in this Stipulated Protective Order (see, e.g., Section 6.2(a)), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Stipulated Protective Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Stipulated Protective Order requires the following:

(a) For information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix at a minimum, the legend “CONFIDENTIAL” to each page that contains protected material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

A Party or Nonparty that makes original documents available for inspection need not designate them for protection until after the inspecting Party has indicated which documents it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed "CONFIDENTIAL." After the inspecting Party's Outside Attorney Of Record has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for

1 protection under this Stipulated Protective Order. Then, before  
2 producing the specified documents, the Producing Party must  
3 affix the legend “CONFIDENTIAL” to each page that contains  
4 Protected Material. If only a portion or portions of the material on  
5 a page qualifies for protection, the Producing Party also must  
6 clearly identify the protected portion(s) (e.g., by making  
7 appropriate markings in the margins).

- 8 (b) For testimony given in depositions that the Designating Party  
9 identify the Disclosure or Discovery Material on the record,  
10 before the close of the deposition all protected testimony.  
11 (c) For information produced in nondocumentary form, and for any  
12 other tangible items, that the Producing Party affix in a prominent  
13 place on the exterior of the container or containers in which the  
14 information is stored the legend “CONFIDENTIAL.” If only a  
15 portion or portions of the information warrants protection, the  
16 Producing Party, to the extent practicable, shall identify the  
17 protected portion(s).

18 6.3. Inadvertent Failure to Designate. If timely corrected, an inadvertent  
19 failure to designate qualified information or items does not, standing  
20 alone, waive the Designating Party’s right to secure protection under  
21 this Stipulated Protective Order for such material. Upon timely  
22 correction of a designation, the Receiving Party must make reasonable  
23 efforts to assure that the material is treated in accordance with the  
24 provisions of this Stipulated Protective Order.

25 7. **CHALLENGING CONFIDENTIALITY DESIGNATIONS**

26 7.1. Timing of Challenges. Any Party or Nonparty may challenge a  
27 designation of confidentiality at any time that is consistent with the  
28 Court’s Scheduling Order.

- 1           7.2. Meet and Confer. The Challenging Party shall initiate the dispute  
2           resolution process, which shall comply with Local Rule 37.1 et seq.  
3           7.3. Burden of Persuasion. The burden of persuasion in any such challenge  
4           proceeding shall be on the Designating Party. Frivolous challenges, and  
5           those made for an improper purpose (e.g., to harass or impose  
6           unnecessary expenses and burdens on other parties) may expose the  
7           Challenging Party to sanctions. Unless the Designating Party has  
8           waived or withdrawn the confidentiality designation, all parties shall  
9           continue to afford the material in question the level of protection to  
10           which it is entitled under the Producing Party's designation until the  
11           Court rules on the challenge.

12           **8. ACCESS TO AND USE OF PROTECTED MATERIAL**

- 13           8.1. Basic Principles. A Receiving Party may use Protected Material that is  
14           disclosed or produced by another Party or by a Nonparty in connection  
15           with this Action only for prosecuting, defending, or attempting to settle  
16           this Action. Such Protected Material may be disclosed only to the  
17           categories of persons and under the conditions described in this  
18           Stipulated Protective Order. When the Action reaches a final  
19           disposition, a Receiving Party must comply with the provisions of  
20           Section 14 below.

21                   Protected Material must be stored and maintained by a Receiving  
22           Party at a location and in a secure manner that ensures that access is  
23           limited to the persons authorized under this Stipulated Protective Order.

- 24           8.2. Disclosure of “CONFIDENTIAL” Information or Items. Unless  
25           otherwise ordered by the Court or permitted in writing by the  
26           Designating Party, a Receiving Party may disclose any information or  
27           item designated “CONFIDENTIAL” only to:

- (a) The Receiving Party's Outside Counsel of Record, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;
  - (b) The officers, directors, and employees (including In-House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;
  - (c) Experts of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);
  - (d) The Court and its personnel and the jury;
  - (e) Court reporters and their staff;
  - (f) Professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the "Acknowledgment and Agreement to be Bound" (Exhibit A);
  - (g) The author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;
  - (h) During their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (i) the deposing party requests that the witness sign the "Acknowledgment and Agreement to Be Bound" (Exhibit A); and (ii) the witnesses will not be permitted to keep any confidential information unless they sign the "Acknowledgment and Agreement to Be Bound," unless otherwise agreed by the Designating Party or ordered by the Court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter

1 and may not be disclosed to anyone except as permitted under this  
2 Stipulated Protective Order; and

3 (i) Any mediator or settlement officer, and their supporting  
4 personnel, mutually agreed upon by any of the parties engaged in  
5 settlement discussions.

6 **9. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
7 **PRODUCED IN OTHER LITIGATION**

8 If a Party is served with a subpoena or a court order issued in other litigation  
9 that compels disclosure of any information or items designated in this Action as  
10 “CONFIDENTIAL,” that Party must:

- 11 (a) Promptly notify in writing the Designating Party. Such notification shall  
12 include a copy of the subpoena or court order;
- 13 (b) Promptly notify in writing the party who caused the subpoena or order  
14 to issue in the other litigation that some or all of the material covered by  
15 the subpoena or order is subject to this Stipulated Protective Order. Such  
16 notification shall include a copy of this Stipulated Protective Order; and
- 17 (c) Cooperate with respect to all reasonable procedures sought to be  
18 pursued by the Designating Party whose Protected Material may be  
19 affected.

20 If the Designating Party timely seeks a protective order, the Party served with  
21 the subpoena or court order shall not produce any information designated in this  
22 action as “CONFIDENTIAL” before a determination by the Court from which the  
23 subpoena or order issued, unless the Party has obtained the Designating Party’s  
24 permission. The Designating Party shall bear the burden and expense of seeking  
25 protection in that court of its confidential material and nothing in these provisions  
26 should be construed as authorizing or encouraging a Receiving Party in this Action  
27 to disobey a lawful directive from another court.

1      **10. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**  
2      **PRODUCED IN THIS LITIGATION**

3      10.1. Application. The terms of this Stipulated Protective Order are applicable  
4      to information produced by a Nonparty in this Action and designated as  
5      “CONFIDENTIAL.” Such information produced by Nonparties in  
6      connection with this litigation is protected by the remedies and relief  
7      provided by this Stipulated Protective Order. Nothing in these  
8      provisions should be construed as prohibiting a Nonparty from seeking  
9      additional protections.

10     10.2. Notification. In the event that a Party is required, by a valid discovery  
11     request, to produce a Nonparty’s confidential information in its  
12     possession, and the Party is subject to an agreement with the Nonparty  
13     not to produce the Nonparty’s confidential information, then the Party  
14     shall:

- 15     (a)     Promptly notify in writing the Requesting Party and the Nonparty  
16         that some or all of the information requested is subject to a  
17         confidentiality agreement with a Nonparty;
- 18     (b)     Promptly provide the Nonparty with a copy of the Stipulated  
19         Protective Order in this Action, the relevant discovery request(s),  
20         and a reasonably specific description of the information  
21         requested; and
- 22     (c)     Make the information requested available for inspection by the  
23         Nonparty, if requested.

24     10.3. Conditions of Production. If the Nonparty fails to seek a protective order  
25     from this Court within fourteen (14) days after receiving the notice and  
26     accompanying information, the Receiving Party may produce the  
27     Nonparty’s confidential information responsive to the discovery  
28     request. If the Nonparty timely seeks a protective order, the Receiving

Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Nonparty before a determination by the Court. Absent a court order to the contrary, the Nonparty shall bear the burden and expense of seeking protection in this Court of its Protected Material.

## **11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party immediately must (1) notify in writing the Designating Party of the unauthorized disclosures, (2) use its best efforts to retrieve all unauthorized copies of the Protected Material, (3) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Stipulated Protective Order, and (4) request such person or persons to execute the “Acknowledgment and Agreement to be Bound” (Exhibit A).

**12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
PROTECTED MATERIAL**

17 When a Producing Party gives notice to Receiving Parties that certain  
18 inadvertently produced material is subject to a claim of privilege or other protection,  
19 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
20 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
21 may be established in an e-discovery order that provides for production without prior  
22 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
23 parties reach an agreement on the effect of disclosure of a communication or  
24 information covered by the attorney-client privilege or work product protection, the  
25 parties may incorporate their agreement in the Stipulated Protective Order submitted  
26 to the Court.

## 13. MISCELLANEOUS

28 | 13.1. Right to Further Relief. Nothing in this Stipulated Protective Order

abridges the right of any person to seek its modification by the Court in the future.

13.2. Right to Assert Other Objections. By stipulating to the entry of this Stipulated Protective Order, no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Stipulated Protective Order.

13.3. Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file Protected Material under seal is denied by the Court, then the Receiving Party may file the information in the public record unless otherwise instructed by the Court.

## 14. FINAL DISPOSITION

After the final disposition of this Action, within sixty (60) days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, “all Protected Material” includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60-day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected

1 Material. Notwithstanding this provision, Counsel is entitled to retain an archival  
2 copy of all pleadings; motion papers; trial, deposition, and hearing transcripts; legal  
3 memoranda; correspondence; deposition and trial exhibits; expert reports; attorney  
4 work product; and consultant and expert work product, even if such materials contain  
5 Protected Material. Any such files and/or archival copies that contain or constitute  
6 Protected Material remain subject to this Stipulated Protective Order as set forth in  
7 Section 5.

8 **15. VIOLATION**

9 Any violation of this Stipulated Order may be punished by any and all  
10 appropriate measures including, without limitation, contempt proceedings and/or  
11 monetary sanctions.

12  
13 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

14  
15 Dated: November 14, 2022 JONES DAY

16  
17 By: /s/ Katie Gonzalez  
18 Katie Gonzalez  
19 Attorneys for Defendant  
20 Experian Information Solutions, Inc.

21  
22 Dated: November 14, 2022 LOKER LAW, APC

23  
24 By: /s/ Matthew M. Loker  
25 Matthew M. Loker  
26 Attorneys for Plaintiff

1 Dated: November 14, 2022

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SESSIONS, ISRAEL & SHARTLE,  
LLP

By: /s/ James K. Schultz  
James K. Schultz  
Attorneys for Defendant  
Convergent Outsourcing, Inc.

Dated: November 14, 2022

PARIS AND PARIS, LLP

By: /s/ Jeffrey Alan Paris  
Jeffrey Alan Paris  
Attorneys for Defendant  
ProCollect, Inc.

1           **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

2  
3           Dated: November 18, 2022



4           Karen L. Stevenson  
5           United States Magistrate Judge

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## EXHIBIT A

## ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [full name], of \_\_\_\_\_  
\_\_\_\_\_[address], declare under penalty of perjury that I have read in its entirety  
and understand the Stipulated Protective Order that was issued by the United States  
District Court for the Central District of California on \_\_\_\_\_ [date] in the  
case of *Kiri Villa v. ProCollect, Inc. et al.*, 2:22-cv-05299-MWF (KSx). I agree to  
comply with and to be bound by all the terms of this Stipulated Protective Order, and  
I understand and acknowledge that failure to so comply could expose me to sanctions  
and punishment in the nature of contempt. I solemnly promise that I will not disclose  
in any manner any information or item that is subject to this Stipulated Protective  
Order to any person or entity except in strict compliance with the provisions of this  
Stipulated Protective Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint \_\_\_\_\_ [full name] of \_\_\_\_\_ [address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Signature:

Printed Name: \_\_\_\_\_

Date:

City and State Where Sworn and Signed: